



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties agreed that the landlords served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. The tenant did not submit any documentary evidence.

Although there was no record or an amendment to an application for dispute within the file or the Residential Tenancy Branch Database, both parties agreed that an amendment to the application for dispute was made by the landlord and served to the tenant. As such, the landlords' monetary claim shall be amended from \$1,030.66 to \$1,525.86.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties agreed that there was a signed tenancy agreement in which the tenancy began on either August 30, 2013 or September 1, 2013 on a 1 year fixed term ending on August 31, 2014. Both parties agreed that the monthly rent began as \$1,500.00 then increased later to \$1,535.00 which was payable on the 1st day of each month. A \$750.00 security deposit was paid.

The landlord seeks an amended monetary claim of \$1,525.86 which consists of:

\$315.00	Professional Blind Cleaning
\$220.05	Professional Suite Cleaning
\$247.58	Reimbursement of rent for 5 days at the end of March
\$247.58	Reimbursement of rent for 5 days at the beginning of April
\$495.20	Compensation for 20 days rental not move-in ready

Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlords will retain the \$750.00 security deposit.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 24, 2016

Residential Tenancy Branch